

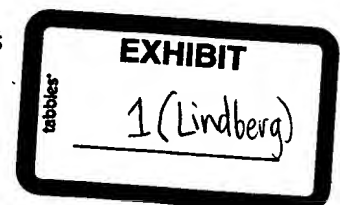
AGREEMENT

Preamble

This AGREEMENT is being entered into between Bernard Bendiner a/k/a Bernard Bender and Matthew Bendiner, individually and as duly authorized representatives of Natural Fibers, Ltd. or it's successor in interest, hereinafter collectively referred to as "Bender", and Brett C. Burkholder, Robert J. Allen, Steven C. Snyder, Donald C. Lindberg, Anthony L. Spalla, Thomas J. Halpin III, Robert F. Lassandrello, Jack Isenstein, and Edward J. Donnellan, individually and as majority shareholders of Preservation Products, Inc., hereinafter collectively referred to as "Investors". Preservation Products, Inc. (PPI) is undergoing a change of business structure and has, or shall soon, transfer it's full interests, to and become Preservation Products, LLC (PPC), and Indiana Limited Liability Company. Therefor, for the purposes of this agreement, PPI and PPC shall be deemed interchangeable. It is intended that any obligation owed by any party to PPI will automatically be transferred to PPC upon it's creation.

Simply put, a dispute has arisen between the Benders and the Investors and corporate officers of Preservation Products, Inc. (PPI) concerning the ownership of certain Intellectual Property. Most, if not all, of the Investors invested various sums of money to acquire an equity interest in PPI from Bernard Bender and/or Matthew Bendiner, with the reasonable belief that they were acquiring full rights to technology shown to them in the sales presentation.

The heart of the technology, in very general terms, involves minute cellulose fibers electro kinetically bonded to a molecular film of emulsified wax. The technology is such that there can be any number of variations of the general formula for different applications. However, all variations contain some percentage of wax cellulose fiber. All aspects of this product will be referred to as Wax Cellulose Fiber Technology or WCFT for the sake of simplification in this



agreement. The product is a preservative with wide ranging applications from embalming bodies and food preservation to anti-oxidation applications within heavy industry and otherwise. It may also be used as an additive in other products to enhance that product's effectiveness. An example would be as an additive to glass cleaner.

Bernard Bender and Matthew Bendiner had previously created a company called Natural Fibers, Ltd. (NF). This company is now defunct, but was the owner of Patent No. 5412090 entitled, Hydrous Cellulose Pulp for Non-Paper Products. Matthew Bendiner presently has authority to convey and controlling legal interest this patent. Bernard Bender has several patents pending which utilize the wax cellulose fiber technology which have not been assigned. These include Patent # 5840249, Preservative for Organic Materials, Patent Application Serial # 08/808,212, Non-Toxic Base Ingredient For Consumer Products, Patent Application Serial #-09/099,991 Preservative for Digestible Food Products, and a disclosure, titled Modification of Patent #5840249 to read, Preservative for both Organic and Inorganic Materials. Similarly, there will undoubtedly be improvements and variation of the root technology.

The Benders have made a claim that they individually are entitled to additional compensation as a condition of the technology being transferred to PPI. Bernard Bender unintentionally failed to advise the investors that he was asserting a thirty percent (30%) royalty. The Investors and majority shareholders of PPI believe that such claim is unfounded in that they purchased the root technology and any subsequent variations when they invested in PPI.

The parties acknowledge that PPI has no income, only great potential. The parties further understand that all parties are donating part of their time to further the business interests of PPI. Should the parties fail to cooperate, it is likely that all parties will lose.

Stipulation and Agreement of the Parties

The parties to this Agreement, individually and in their representative capacity, do hereby agree and stipulate as follows:

1. Bernard Bender and Matthew Bendiner agree that PPI is the proper and lawful owner of the Wax Cellulose Fiber Technology (WCFT), including future variations thereof containing waxed cellulose technology. This interest is free and clear of any lien or encumbrance of any kind or nature including, but not limited to, a royalty or claim for other compensation by the Benders or NF. The Parties agree to take all actions required to assign and transfer those patents, patent applications and disclosures referred to in the Preamble to PPI. The Benders will transfer all other WCFT aspects of the WCFT technology to PPI at such times, in such forms, and under such conditions as may be directed by PPI. This obligation shall include, but not necessarily be limited to providing PPI's President or his designate with a MSDS, a spec sheet, and the written formula for WCFT products. Bender shall answer all questions relating to the WCFT technology, the product, or it's manufacture so as to enable PPI to satisfactorily duplicate same. The Benders agree to keep PPI advised, in a timely fashion, of any WCFT technological developments which could reasonably be of interest to PPI. However it is understood by all the parties that Bernard Bender's existing and future inventions which do not contain WCFT, shall remain or become the property of Bernard Bender.

2. All parties shall reasonably donate part of their time, when requested to do so by the President or Chairman, to further the business interests of PPI.

3. The parties acknowledge the years of work the Benders have contributed to make their technology a commercial success. The economic future of PPI is uncertain at best. It may either boom or bust. The investors, in their representative capacity as shareholders of PPI, would favorably consider a significant one time bonus to Bernard Bender by PPI at such time as PPI deemed appropriate. The two primary considerations in making any such bonus would be the income of PPI and the cooperativeness of the Benders following this Agreement in furthering the interests of PPI. Similarly, the Investors would favorably consider employing both Bernard Bender and Matthew Bendiner as consultants/technological executives. Any such employment contracts may be for a multi-year duration and may provide health insurance and a company automobile. Due to the uncertain future of PPI, it is impossible to determine when, if, or under what terms such employment would be offered.

4. Donald Lindberg, Chairman of PPI, would agree to exercise his best interests in finding a qualified investor to purchase a 5% interest in PPI from Matthew Bender. This Agreement presupposes that Donald Lindberg is and shall remain satisfied that PPI is a viable business.

5. This agreement shall not be construed as a prohibition which would preclude the sale of PPI or its technology in the normal course of business by duly authorized representatives of PPI upon such terms as may be authorized by company by-laws or resolution.

6. The parties, in their individual capacities, shall not contact prospective PPI clients directly without the consent in writing of the President or Chairman of PPI.

7. This agreement shall clarify and be supplemental to the written agreements reached between Bernard Bender/Matthew Bendiner and Steven C. Snyder dated 7/29/98 and 10/6/98.

8. The Investors agree to waive and deem satisfied any indebtedness owed by Bernard Bender which may have arisen as a result of any loan procured by Bender from PPI out of investment funds. Bender may retain possession of a certain Grand Prix automobile leased on behalf of PPI for the term of its lease, subject to it being properly insured at Bender's expense. Bender shall insure such vehicle with a minimum liability limits of \$100,00/\$300,000, comprehensive and collision coverage, and uninsured/under insured limits of \$100,000/\$300,000. PPI and Steven C. Snyder shall be a named insured and shall be provided with proof of coverage upon request. Bender's loans shall be deemed forgiven on 1/15/05 or upon PPI making distributions to its stockholders totaling one million dollars (\$1,000,000.00), whichever occurs earlier. The forgiveness of such loans and use of the PPI vehicle is premised upon Bender's reasonable compliance with this agreement.

9. The parties agree that a breach of this Agreement may occasion immediate and irreparable harm that cannot adequately be remedied at law.

10. The parties agree that in the event of a breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

11. The parties stipulate to LaPorte County, Indiana, as the appropriate forum for any dispute arising in whole or part from this Agreement.

12. This Agreement shall be liberally construed in favor of the Investors.

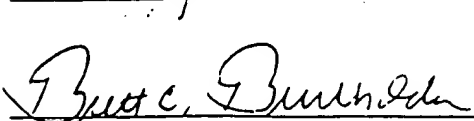
13. Should any portion of this Agreement be deemed invalid for any reason, such portion shall be deemed stricken and the remainder of such Agreement shall continue in full force and effect.

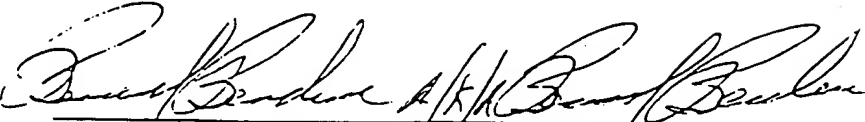
14. The parties have carefully weighed the stipulations they have made herein. They affirm that they understand the full import of this Agreement and voluntarily agree to same.


15. Duplicate copies of this Agreement shall have the same force and effect as originals.

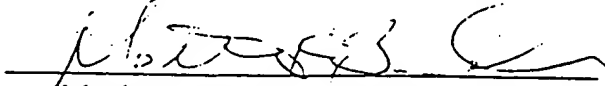
ALL OF WHICH IS STIPULATED AND AGREED TO THIS 5 DAY OF


April, 1999.

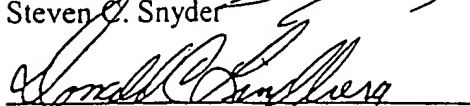

Brett C. Burkholder


Bernard Bendiner a/k/a Bernard Bender

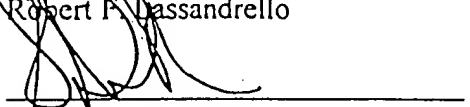

Robert J. Allen

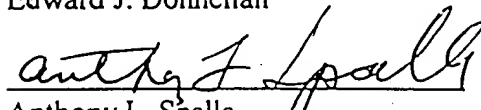

Matthew Bendiner, individually and as duly
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or it's successor in interest.

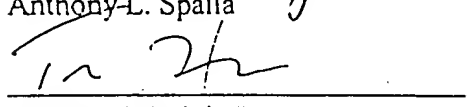

Steven C. Snyder



Donald C. Lindberg


Robert F. Lassandrello


Edward J. Donnellan


Anthony-L. Spalla


Thomas J. Halpin III


Jack Isenstein